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Name of Offeror or Contractor: FMC - ARABIA, LTD.

SECTION A - SUPPLEMENTAL INFORMATION

- 1. This is a bilateral Modification
- $2. \ \, \text{The purpose of this Modification P00004 is to incorporate 11th Brigade Earnest Leader Training at Section C of the contract. } \\$
- 3. As a result of this Modification P00004, the Government and the Contractor agree:
 - a. That, 11th Brigade Earnest Leader training is added at paragraph ${\tt C.3.1.2.1.6}$ of Section ${\tt C.}$
 - b. That Section C of the Contract is revised.
 - c. That total funded amount is revised.
- 4. That except as changed by this Modification P00004, all terms and conditions of the contract, as previously changed, remain unchanged and in full force and effect.

*** END OF NARRATIVE A 004 ***

Reference No. of Document Being Continued

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Name of Offeror or Contractor: FMC - ARABIA, LTD.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE WORK STATEMENT

C.1 INTRODUCTION

C.1.1 This Performance Work Statement (PWS) delineates the requirements, expected outcomes, and terms and conditions of the Contractor Logistics Support (CLS) Program that is required to support the Infantry Corps Modernization Program. Modernization will be focused on modern doctrine, tactical and logistical war fighting techniques, and training and maintenance management procedures that apply to all RSLF Infantry Units. The period of performance is 1 April 2000 through 31 March 2001. The contract contains two options for performance from 1 April 2001 through 31 March 2002, and from 1 April 2002 through 31 March 2003. A forty-five day demobilization option is included in the contract. The training indicated above will take place in Khamis Mushayt (RSLF Infantry School, and/or designated ranges and training areas vicinity Khamis Mushayt), in Tabuk (14th Brigade, the Mechanized Infantry Battalion, 7th Armor Brigade and/or designated ranges and/or training areas vicinity Tabuk), all in the Kingdom of Saudi Arabia.

C.2 SCOPE

C.2.1 The objective of this Program is twofold: (1) to increase the combat capability of RSLF Infantry Corps Units through the introduction of modern tactical and logistical doctrine; and (2) to provide training, advice and assistance to RSLF Infantry Corps leaders, staffs, and training cadre in training and assisting Infantry Corps Units with modernization training. The goal is RSLF Infantry Corps self-sufficiency and reduction of US Trainer presence. The effort in this PWS includes the following: continue with modernization training at the RSLF Infantry School; continue to provide modernization training, advice and assistance to the 14th Brigade and the Mechanized Infantry Battalion, 7th Armor Brigade; continue to operate ranges, MILES II and COFT/AGTS systems at both Khamis Mushayt and Tabuk; and continue to operate Camp Bradley as a base of operations for the CLS Program in Tabuk and other contractors/subcontractors involved with Infantry Corps modernization in Tabuk as defined by the Infantry Corps.

C.3 TRAINING

- C.3.1 <u>Training Requirements.</u> (Note: Throughout this scope the terms "support", "advise", and "assistance" and their derivatives are used in reference to the responsibilities of the Contractor. Unless otherwise stated, these terms are not intended to indicate that the Contractor, in lieu of RSLF performance, is responsible for actual accomplishment of the tasks. In addition, upon providing support, advice or assistance, the Contractor is not responsible for continued implementation, as this is the responsibility of RSLF.)
- C.3.1.1 14th Brigade and Mechanized Infantry Battalion, 7th Armor Brigade.
- C.3.1.1.1 14th Brigade Commander, and Commander, Mechanized Infantry Battalion, 7th Armor Brigade. The Contractor will advise and assist these Commanders in establishing a long range Sustainment Training Program; meet monthly with both Commanders to advise and assist with the validation/revalidation of unit Sustainment Training Program priorities; advise and assist the commanders adjust training priorities based on the changing strengths and weaknesses of the units.
- C.3.1.1.2 14th Brigade and Mechanized Infantry Battalion, 7th Armor Brigade Staff. The Contractor will provide limited advice and assistance to the unit staffs in the coordination of resources in support of the unit Sustainment Training Program, and provide limited advice and assistance with respect to the execution of staff functions.
- C.3.1.1.3 14th Brigade and Mechanized infantry Battalion, 7th Armor Brigade Sustainment Training. The Contractor will provide the leadership from both unit headquarters, training, advice and assistance in the areas of Training and Maintenance Management. Additionally, the Contractor will advise and assist RLSF trainers execute their respective unit sustainment training programs. Areas requiring focus include Common Task Training (CTT), Map Reading and Land Navigation, Symbols and Graphics, Bradley Gunnery, Troop Leading Procedures, Combat Orders, Tactics, Situational Training Exercises (STX) Lane Training, and the After Action Review (AAR) process.
- C.3.1.1.4 14th Brigade ASB. The Contractor will assist the 14th Brigade ASB in developing and executing a sustainment training program. The focus will be on provision of logistical support/services forward under tactical conditions. Contractor will provide limited advice and assistance in the following areas:
- C.3.1.1.4.1 Preparing logistical estimates, annexes and orders in support of tactical operations.
- ${\tt C.3.1.1.4.2}$ Analyzing terrain and threat information and its impact on support operations.
- C.3.1.1.4.3 Establishing the Brigade Support Area (BSA), to include as a minimum Class I, III medical and direct support maintenance operations.
- C.3.1.1.4.4 Relocating the BSA, while continuing to support the brigade, to include movement and convoy procedures.

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Name of Offeror or Contractor: FMC - ARABIA, LTD.

- C.3.1.1.4.5 Operating at night or under conditions of limited visibility.
- C.3.1.2 RSLF School Training Requirement. The Contractor will provide training, advice and assistance to the Infantry School as follows:
- C.3.1.2.1 Infantry School.
- C.3.1.2.1.1 Provide training, advice and assistance in the areas of modern doctrine, tactics, techniques and procedures, with primary focus on the officer Basic and Advanced Courses.
- C.3.1.2.1.2 Develop, teach and administer an Instructor Training Course (ITC) that includes modern training and maintenance management; modern doctrine, tactics, techniques and procedures; methods of instruction; map reading; and an introduction to MILES II. Provide the Infantry School with translated lesson plans and training materials that can be used by RSLF Infantry School Instructors in the future.
- C.3.1.2.1.3 Provide modernization training, advice, and assistance for the leaders of the Infantry School M113 Company; provide advice and assistance as those leaders in turn provide modernization training for the unit; assist unit leaders in establishing a unit long range Sustainment Training Program.
- C.3.1.2.1.4 Develop, teach, and administer a Common Task Training (CTT) ITC for Infantry School Officer and NCO Instructors. Provide the Infantry School with translated lesson plans and training materials that can be used by RSLF Infantry School Instructors in the future.
- C.3.1.2.1.5 Provide a monthly update for the school leadership, and discuss further integration of modern doctrine, tactics, techniques and procedures into School curriculum and POI.
- C.3.1.2.1.6 11th Brigade Earnest Leader Training. Provide Command Post Exercise (CPX) training, advise and assistance in the areas of modern doctrine, tactics, techniques and procedures to commanders, primary and special staff officers.*
- C.3.2 <u>Technical Assistance Training</u>. The Contractor will provide technical assistance support and training to assist BFV-equipped RSLF units and schools in the Kingdom of Saudi Arabia. This includes providing technical advice, assistance, and training, primarily in the areas of maintenance management, shop organization, fleet readiness, fleet maintenance anomalies, fleet configuration management, technical data collection and reporting, and training materials review and validation.
- C.3.3 <u>Conduct of Training</u>. The Contractor will conduct training in English, with concurrent translation provided by the interpreter/translator (I/T).
- C.3.4 <u>Training References</u>. As doctrinal references, the Contractor will use the most recently approved and published RSLF manuals. In the absence of RSLF doctrine, the Contractor will use the appropriate U.S. Army manuals.
- C.3.5 <u>Maintenance Manuals</u>. All maintenance training, advice and assistance will be performed in accordance with RSLF technical manuals. In the absence of RSLF manuals or approved U.S. Army Technical Manuals obtained from public domain sources, the manufacturer's approved manuals will be used.
- C.3.6 In support of the RSLF requirement in Attachment 003, Paragraph 10.E., to provide current, translated manuals for use in training, the Contractor will provide a list of the required manuals to the IMMO, through the COR, 30 days in advance of the required date. If a manual needs to be translated prior to being furnished by the RSLF, the Contractor will request the translation from the IMMO 60 days in advance of its requirement, and 90 days in advance if more than one manual requires translation. The Contractor will also provide a copy of the listings to the ACO and the PCO.
- C.4 MULTIPLE INTEGRATED LASER ENGAGEMENT SYSTEM (MILES) SUPPORT AND TRAINING REQUIREMENTS
- C.4.1 Multiple Integrated Laser Engagement System (MILES) II Training and Maintenance Support and Training Requirements.
- C.4.1.1 MILES II Support for Tabuk.
- C.4.1.1.1 The Contractor will provide CLS for the MILES II equipment that has been furnished by the RSLF infantry Corps. The RSLF will provide storage facilities (MILES II Warehouse) in Tabuk for MILES II equipment in accordance with paragraphs 11B and 11D, Attachment 003 to this contract.
- C.4.1.1.2 The Contractor will be responsible for the operation of the MILES II Warehouse, issuance of equipment in accordance with governing training schedules, and the provision of technical and training support. MILES II equipment will be issued temporarily to the appropriate RSLF units for training, and received back after use, then inspected, serviced, repaired and stored until further issue.

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- C.4.1.1.3 The Contractor will conduct the necessary scheduled and unscheduled maintenance on the MILES equipment to include the replenishment of MILES II batteries, Velcro and Velcro adhesive in accordance with the manufacturers published maintenance documentation. Equipment or components that are beyond the Contractors capability to repair will be shipped to the manufacturer for repair. All equipment that has been damaged beyond repair will be identified and reported to the ACO for disposition instructions from the IMMO. Damaged equipment will require a Contractor damage statement.
- C.4.1.1.4 The Contractor will coordinate with the unit operations officer to determine specific MILES II training requirements by unit. The Contractor will develop a consolidated requirements calendar for all using units.
- C.4.1.1.5 The Contractor will maintain a repair-parts stock for level 1 and 2 maintenance; additionally, the Contractor will maintain a record of repair parts demand history. Maintenance required beyond level 1 and 2 will be handled through a "repair and return" system, unless there is permanent damage; in this instance refer to paragraph C.4.1.1.3 above.
- C.4.1.1.6 The Contractor will maintain records of all services and repairs performed on the MILES II equipment. Additionally, the Contractor will maintain records of equipment that has been issued and turned-in, and will document the condition of the
- C.4.1.1.7 The Contractor will provide technical support for issued equipment; this will include troubleshooting, maintenance, and direct-exchange at the field site when the required equipment is available.
- C.4.1.1.8 The Contractor will train scheduled RSLF units on the use of MILES II equipment to include equipment draw, installation, operation, maintenance and turn-in. The Contractor will provide the following specific training:
- C.4.1.1.8.1 "Train the trainer" MILES II training for selected brigade personnel will be conducted a maximum of two times during the contract period of performance.
- C.4.1.1.8.2 MILES II Refresher Training will be conducted a maximum of two times during the contract period of performance.
- C.4.1.1.8.3 The Contractor will provide oversight for RSLF MILES II trainers during unit FTX "force-on-force" training.
- C.4.2 MILES II Support for Khamis Mushayt.
- C.4.2.1 The Contractor will provide CLS, as defined in the following tasks, for the MILES II equipment furnished by the RSLF Infantry Corps. The Contractor will establish procedures for conducting MILES II equipment operations at the RSLF Infantry School, Khamis Mushayt, in coordination with the Infantry School.
- C.4.2.2 The Contractor will coordinate the transport of sufficient MILES II equipment from Tabuk to Khamis Mushayt to support RSLF training vicinity Khamis Mushayt. The type and quantity of equipment should be designated by the RSLF Infantry Corps and approved by the ACO prior to movement. All transportation costs associated with the movement of MILES II equipment between Tabuk and Khamis Mushayt and return will be borne by the RSLF Infantry Corps.
- C.4.2.3 The RSLF will provide storage facilities in Khamis Mushayt for MILES II equipment in accordance with paragraphs 11B and 11D, attachment 003 to this contract.
- C.4.2.4. The provisions outlined in paragraphs C.4.1.1.3 through C.4.1.1.8 (Tabuk MILES II operations) above apply equally for Khamis Mushayt MILES II operations. As in Tabuk, the Contractor will be responsible for issuance of MILES II equipment in accordance with governing training schedules, as well as the provision of technical and training support. MILES II equipment may be issued temporarily to the appropriate RSLF class/unit for training, and received back after use, then inspected, serviced, repaired and stored (at Khamis Mushayt or Tabuk, whichever is appropriate) until further use.
- C.4.2.4.1 The Contractor will train scheduled RSLF Infantry School classes/units on the use of MILES II equipment to include equipment draw, installation, operation, maintenance and turn-in. The Contractor will provide the following specific training:
- C.4.2.4.1.1 The Contractor will provide MILES II orientation training for the annual RSLF Infantry School ITC course.
- C.4.2.4.1.2 The Contractor will conduct "train-the-trainer" training at the RSLF Infantry School for selected members of the Infantry School Mechanized wing; this includes the M113 and Bradley Companies. This three week POI will be conducted one time during the Contract period of performance.
- C.5 AGTS/COFT SUPPORT IN TABUK, KHAMIS MUSHAYT, AND SHARURAH
- C.5.1 Contractor personnel reside in both Tabuk and Khamis Mushayt; Sharurah is considered a remote site. The training device/devices at Sharurah are to be serviced via quarterly visits by Contractor personnel in a Temporary Duty (TDY) status.
- C.5.1.1 Site Operations. The Contractor will provide support on a 48-hour per week basis, and will perform administrative,

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operational, maintenance, supply and other support functions required to meet the operational availability of the AGTS and COFT systems. The RSLF may schedule operations without Contractor support beyond the normal 48-hour period.

- C.5.1.2 The CLS effort encompasses the support of eight (8) AGTSs and two (2) COFTs. Currently, six (6) AGTS systems and one (1) COFT system are located in Tabuk to support Bradley units there, and two (2) AGTS systems are located in Khamis Mushayt to support the RSLF Infantry School; one (1) COFT is located in Sharurah. In addition to these systems, there are two (2) additional COFTs in existence, both located in Khamis Mushayt, which have been placed in administrative storage at the direction of the RSLF Infantry Corps. The Contractor is authorized to remove from the stored COFTs those parts that will not be required later for upgrading the COFTs to modern AGTS systems, in order to augment spare parts requirements.
- C.5.1.3 Maintenance Operations. The Contractor will accomplish the following tasks regularly:
- C.5.1.3.1 Complete all testing, preventive maintenance and corrective actions prior to the start of each training day.
- C.5.1.3.2 Coordinate maintenance beyond the capabilities of on-site Contractor personnel.
- C.5.1.3.3 Correct all problems associated with the computer software/hardware systems on the AGTS/COFT.
- ${\tt C.5.1.3.4}$ Incorporate all approved software enhancements into the AGTS/COFT systems.
- C.5.1.3.5 Repair each total simulator system as required.
- C.5.1.3.6 Repair or replace all items in conformance with the appropriate manufacturers drawings and specifications
- C.5.1.3.7 Test repaired or replaced items and check the system to insure conformance to the original manufacturer function and performance requirements.
- C.5.1.3.8 Provide all consumable and expendable supplies/parts used in the maintenance and servicing of the simulators.
- C.5.1.4 <u>Configuration Control</u>. The Contractor will establish procedures for maintaining the original configuration (hardware and software) of each training device including any authorized upgrades and/or modifications.
- C.5.1.5 <u>Supply Support</u>. The Contractor will maintain inventory control records to document usage, order, receipt of spare automated and repair parts, components, printed circuit cards, assemblies, subassemblies, or modules to support the AGTSs/COFT's.
- C.5.1.6 <u>Calibration</u>. The Contractor will be responsible for the calibration of all Test Measurement and Diagnostic Equipment (TMDE). TMDE will be calibrated in accordance with the recommendations of the manufacturer. The Contractor will furnish calibration certification upon request.
- C.5.1.7 <u>CLS Transfer</u>. Upon notification of the PCO, the Contractor will provide support for the transfer of CLS responsibility to the Saudi Government or another Contractor. All training devices will be fully mission capable at the end of this contract.
- C.5.1.8 <u>Damage Control</u>. The US Government will not hold the CLS Contractor liable for damage to the training devices caused by abuse or misuse or mistake by the RSLF or acts of God.
- C.6 RANGE SUPPORT IN TABUK AND KHAMIS MUSHAYT
- C.6.1 The overall operational control of the Infantry Corps ranges in Tabuk and Khamis Mushayt, including responsibility for safety of all range operations, is the responsibility of the RSLF. The Contractor will assist the RSLF in range operations by providing technical advice to the RSLF in establishing SOPs for management and the safety aspect of all range activities.
- C.6.2 The Contractor will be responsible for the scheduling, operation, and maintenance of the ranges in support of mechanized infantry gunnery training to include Bradley Gunnery training.
- C.6.3 The Contractor will operate and maintain the Infantry Corps ranges located in Tabuk and Khamis Mushayt. Priority will be given to units undergoing Contractor modernization training.
- C.6.4 The Contractor will be responsible for providing maintenance caused by fair wear and tear to target devices and control equipment. Maintenance for other than fair wear and tear will be brought to the attention of the PCO for a determination of how to proceed and how to fund. While ranges are in use for unit training, the Contractor will program a minimum of two hours range down time each training day for the purpose of performing range maintenance.
- C.6.5 The Contractor will be responsible for engineering earth moving for maintaining course lanes and perimeter berms.
- C.7 OPERATION AND MAINTENANCE OF CAMP BRADLEY

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C.7.1 The Contractor will be responsible for the operation and maintenance of Camp Bradley located in Tabuk, KSA. Contractor responsibilities will include grounds maintenance, entomology, waste management, space allocation, and property control of Camp Bradley and its contents. The Contractor is responsible for providing insurance on Camp Bradley fixed buildings and on RSLF property therein. Contractor is responsible for providing maintenance on all RSLF provided Camp Bradley property for other than "fair wear and tear" circumstances. Repairs on Camp Bradley buildings and its contents due to "fair wear and tear" are the responsibility of the RSLF. Security will be provided by the RSLF. All utilities, other than telephone, will be provided free of charge by the RSLF.

C.8 QUALITY ASSURANCE

C.8.1 The Contractor will assure the quality of all work performed under this Contract. The quality assurance program will be performed in accordance with the Contractor Quality Program Plan.

C.9 PROGRAM MANAGEMENT

- C.9.1 <u>In-Process Review (IPR) (CLIN 0003)</u>. The Contractor will participate in and support one (1) CONUS-based IPR in May 2000, an option for one in May 2001 (CLIN 0008), and an additional one in May 2002 (CLIN 0012). Support may include, but will not be limited to the following: items such as rental of meeting facilities/office equipment, administrative personnel to assist in preparing and furnishing photographs, posters, briefing charts, brochures, and viewgraph transparencies to support both Government and Contractor briefings and presentations.
- C.9.2 <u>Financial Management/Payments</u>. The Contractor's monthly Milestone Payments reflect the necessary cash flow programming throughout the contract term for the performance tasks outlined in each Task Order SubCLIN and are included with the appropriate tasks.
- C.9.3 <u>Saudization Program</u>. The Contractor will prepare and submit to the PCO a written Saudization Plan in accordance with the individual delivery/task order, and shall implement the Saudization program in accordance with the approved Plan.
- C.9.4 The Infantry Corps plans to continue modernization training beyond 31 March 2001. CLS training requirements will be provided to the Contractor six months prior to the start date of the new effort. When firm training requirements are approved, the Contractor will prepare a PWS to begin the process of contractually implementing the new requirements.

DESCRIPTION/SPECIFICATIONS

C.10 SUPPLIES AND SERVICES WITHIN KSA

- C.10.1 <u>Objective</u>. In the performance of the RSLF Infantry Corps Modernization Program mission, it is recognized that varying circumstances will require the procurement of goods and/or services to prevent delays to program milestones or to accomplish performance standards. Such supplies and services that are not priced into the contract and were not contemplated when the Contract was originally negotiated as the obligation of the Contractor will be subject to order under this provision on a cost reimbursement basis.
- C.10.2 <u>USG Direction</u>. When such circumstances transpire and such circumstances constitute an urgent and compelling need to provide or procure supplies or services for and on behalf of the RSLF Infantry Corps Modernization Program, the USG will direct the Contractor to obtain such supplies and/or services within the Kingdom of Saudi Arabia on behalf of RSLF.
- C.10.3 <u>Supplies/Services</u>. Such supplies or services needed for purchase or hire will generally include, but not be limited to, such items/individuals as computers, printers, training aids, translators, office supplies or other type equipment or service that are directly in support of the overall RSLF Infantry Corps Modernization Program mission and that are not the obligation of the Contractor to provide under the Firm Fixed Price Scope of Work previously agreed to under the Contract. Such goods or services will be procured by adherence to the following procedures:
- C.10.3.1 The Contractor will prepare a requisition document identifying the supplies and/or services to be obtained by the Contractor at the request of the RSLF Infantry Corps commander or other person(s) acting on behalf of the Infantry Corps Commander.
- C.10.3.2 The requisition document will have the signatures of the RSLF Infantry Corps commander's designated appointee (IMMO), and
- C.10.3.3 The Contractor will transmit such documents to the in-country COR with a memorandum identifying program requirements that necessitate immediate procurement of supplies and/or services and the resulting impact should such supplies or services not be obtained expeditiously. Accompanying the memorandum, the Contractor will also provide a Rough Order of Magnitude of cost for such acquisition.

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- C.10.3.4 Upon receipt of the requisition request by the COR, the COR will provide technical concurrence and validate or disapprove the requirement within five (5) working days. The Contractor will have available for review by the COR all cost items included within the scope of the contract to date to prevent duplication of cost.
- C.10.3.4.1 If disapproval is anticipated by the COR, coordination will be made with the ACO prior to final determination. The COR will, within the five (5) working days set forth above, return the requisition to the Contractor with a statement indicating the reason for such rejection.
- C.10.3.4.2 The ACO will accomplish the same function as the COR, in the absence of the COR, through datafax communications from the Contractor.
- C.10.3.4.3 If such request is validated by the COR, acting on behalf of the PCO and within the scope of the powers and responsibilities having been delegated upon the COR by the PCO, the COR will, within the five (5) working day period established herein, transmit such request to the Contractor and the ACO having jurisdiction of the CLS program.
- C.10.3.5 After receipt of COR concurrence, the Contractor may commence to procure the supplies or services subject to applicable FAR provisions, including ACO consent to subcontract when required (fixed price over \$100,000 or any cost-reimbursable subcontract).
- C.10.3.6 All requests for payment resulting from purchase requests concurred in by the COR and certified satisfactorily performed by the Infantry Corps will be reimbursed and the order closed. Except for latent defects in products or services provided, the Contractor will have no further liability or residual responsibility of any kind for the closed order.
- C.10.3.7 Monthly provisional cost vouchers for this line item will be submitted on SF 1034 with a listing of all purchases and values and inclusion of the current G&A billing rate and amount. Provisional cost vouchers will be submitted to DCAA pursuant to FAR 42.803(b), with information copies to the ACO and PCO. Final voucher will be submitted to the ACO for initiation of final incurred cost audit.
- C.10.3.8 The Contractor will submit local purchase/local hire procedures to the ACO in accordance with the FAR subcontract clause within forty-five days of award.

*Paragraph C.10.3 revised by Modification P00002

*** END OF NARRATIVE C 002 ***